

North Central Area Schools Administrative “Contract” or “Agreement” of Employment

North Central Area School District

THIS CONTRACT OF EMPLOYMENT (“Contract” or “Agreement”) constitutes an agreement by and between the Board of Education of North Central Area School (subsequently referred to as the “Board of Education”, “Board”, or “School District”) and Bruce Michael Tapio as the Superintendent, High School Principal, and Middle School Principal (subsequently referred to as the “Administrator”). The terms of the Contract are as follows.

TERM: The Board agrees to employ the Administrator for the term commencing July 1, 2016 and ending June 30, 2019 subject to annual extension. The Administrator shall be employed for a period of 52 weeks per year (260 days).

CERTIFICATION: The Administrator represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law, such as Section 1246 to serve in the position of Administrator. If at any time, the Administrator fails to maintain all certificates, credentials and qualifications of Section 1246(3) for the position of Administrator as required herein, this contract shall automatically terminate and the Board shall have no further obligations herein.

DUTIES: The Administrator agrees to serve the District and to faithfully perform the duties of Superintendent, High School Principal, and Middle School Principal as designated by the Board or any other duties deemed necessary and relevant assigned by the Board in a competent, professional manner, in compliance with the laws, rules and regulations applicable to the School District and in compliance with policies, regulations and practices of the Board of Education. The administrator agrees to devote his full-time efforts to his assignment(s).

EVALUATION: The Administrator's performance shall be evaluated by the School Board annually in accordance with Section 1249 Michigan Revised School Code and presented to the Administrator in writing no later than March 15 in any given school year. As such evaluations are to be based in part on measurable goals and objectives, said goals and objectives will be developed collaboratively with the Administrator in writing prior to the year of evaluation. Pursuant to receiving a rating of effective, or highly effective on an annual evaluation the Board will extend this contract for an additional year.

In the event the Board determines the performance of the Administrator while serving as Superintendent is minimally effective or ineffective, the Board shall in writing and with reasonable detail specify instances of minimally effective or ineffective performance. The evaluation shall include recommendations for improvement as to areas of performance deemed unsatisfactory. A copy of the written evaluation shall be delivered to the Administrator. The Administrator shall have the right to provide a written response to the evaluation. This response shall become a permanent attachment to the Administrator's personnel file. Within **thirty (30) days** of the delivery of the written evaluation to the Administrator, the Board shall meet with the Administrator to discuss the evaluation.

EXTENTIONS: This contract may be extended either by option of the Board of Education or by operation of law, as provided below:

A.) The Board shall review this contract with the Administrator, and shall, on or before March 30 of each ensuing year, take official action determining whether it is extended for an additional year and provide written notice to the Administrator on or before March 30 of each year of this action. Beginning January of 2017 the administrator shall annually advise The Board of Education of obligation to continue service into the next school year. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year so that the duration of the contract shall be for three (3) years.

B.) The Board recognizes the right of the Administrator to pursue other job opportunities. The Administrator may terminate this Contract for such reason upon giving not less than ninety (90) calendar days written notice to the President of the Board.

EMPLOYMENT “AT WILL”: The Administrator shall serve at the needs of the Board. The Board specifically reserves the right to not extend or to not renew this Agreement or any extension regardless of the cause or reason (excepting same shall not be arbitrary or capricious), but subject only to the laws of the State of Michigan and the United States. Further, the Administration is subject to discharge as provided below. Contract nonrenewal is addressed immediately below.

CONTRACT NONRENEWAL: Any nonrenewal of this contract shall be in accordance with the nonrenewal provisions of Section 1229 of the Michigan Revised School Code. *Section 1229 establishes different procedures and different time lines for nonrenewal of a contract of a Superintendent and for the nonrenewal of a contract of a Principal.* The Administrator holds each position. Accordingly, Board action to non-renew this Contract must be taken and appropriate written notice(s) provided to the Administrator before the Contract termination date. In the event such action and written notice(s) are not timely given, the Contract is renewed for an additional one (1) year period.

DISCHARGE: The Administrator shall be subject to discharge by the Board of Education from employment with the District during the term of this agreement for proper and stated cause, including, but not limited to **(a) inefficiency, (b) dishonesty, (c) loss of confidence by the Board in the leadership of the Administrator, (d) commission of an act either (i) moral turpitude, (ii) misconduct, (iii), theft, (iv) fraud or (v) insubordination as determined by the Board, (e) conviction of a crime (misdemeanor or felony), (f) any material breach of the Administrators obligations under this Agreement as determined by the Board, or (g) commission of an act of unprofessional conduct under section 1230(8)(b) of the revised Michigan School Code as determined by the Board, but the Board cannot arbitrarily and capriciously dismiss the Administrator.** No discharge shall be effective until written charges have been served upon the Administrator and has had an opportunity for a fair hearing before the Board after ten (10) calendar days in writing. However, the Board is not required to give the Administrator an opportunity to correct any deficiencies or areas of concern. The hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.

TENURE EXCLUSION: The Administrator agrees that he shall not be deemed to be granted continuing tenure in the position of Administrator by virtue of this contract or any employment assignment of this school district.

COMPENSATION: The Board agrees to pay the Administrator an annual salary of not less than (twenty- two thousand one hundred twenty five dollars) \$22,125 for the Middle School Principal position, (twenty- two thousand one hundred twenty five dollars) \$22,125 for the High School Principal position, and (forty-four thousand two hundred and fifty dollars) \$44,250 for the Superintendents position totaling (eighty-eight thousand five hundred dollars) \$88,500 in compensation for the performance of all duties and responsibilities assigned to the positions of the District Administrator. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. Any additional compensation will be based on job performance and job accomplishments in accordance with Section 1250 of the Michigan Revised School Code. Any adjustment to salary which is made during the duration of this contract shall be in the form of an amendment and shall become part of this Contract, but shall not be considered that the Board has entered into a new Contract with the Administrator or that the Contract termination date has been extended. However, this shall not preclude the Administrator and the Board from mutually agreeing to an extension of the existing Contract.

BENEFITS: The Administrator shall be provided the following benefits:

HEALTH INSURANCE: For the 2016-2017 contract year Health, Dental and Vision Insurance MESSA Choices II with XVA2, Delta Dental 80/80/80, VSP Plus; will be provided for the Administrator and his eligible family members. The premium will be paid at the State mandated "Hard Cap" amount by the District. Any dollar amount above the "Hard Cap" is the responsibility of the Administrator. The Board reserves the right to change the identity of the insurance carrier or policyholder for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Administrator is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. When the Administrator employment with the School District terminates, per the COBRA Act of 1986 the Administrator and/or the Administrators family may be eligible to retain certain insurance benefits on a direct-pay basis, plus 2% administrative fee, through the School Districts Group Insurance Provider.

TERM LIFE INSURANCE: A term life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000). If for any reason, the Administrator is not insurable at standard rates, the Administrator will have the option for and obtaining insurance by personally paying the difference between the standard rate and his actual rate. The policy will terminate upon dismissal or non-renewal. The policy and any balance will be assigned and transferred to the Administrator upon termination of the agreement.

LONG TERM DISABILITY: (LTD) shall be paid at a rate of 66 2/3% of the total Administrators salary.

PHYSICAL EXAMINATION: The School District will pay up to One Thousand Dollars (\$1,000) once every other year starting with the first year of this contract toward a physical examination of the Administrator when serving as Superintendent by a medical doctor or through an authorized hospital. The examination may also include a mental examination evaluation. Results of an examination shall be confidential and provided only to the School Board President.

SICK LEAVE: If the Administrator is absent from duty on account of personal illness or family emergency, he shall be allowed full pay for a total of **ten (10) sick days and five (5) personal days per contract year**. Any unused sick days will be carried over from the current contract year to the next contract year. Upon the non renewal of the Administrators contract all accumulated sick time will be paid to the Administrator at a rate equal to the Teachers Association bargaining unit rate for unused sick leave compensation. **Three (3) unused personal days** can be carried over to the next contracted year with an accumulation of no more the **10 personal days**. There shall be no compensation for unused personal days in the event of non-renewal of the Administrators contract. Upon end of contract, compensation for accumulated sick leave will be paid at a rate equal to the Teachers Association bargaining unit.

HOLIDAYS: The Administrator shall receive the following **11 holidays**: New Years Day, Good Friday, Memorial Day as observed, the 4th of July, Labor Day, Deer Day (if offered to all employees of the district), Thanksgiving Day and Friday immediately following Thanksgiving day, Christmas Eve and Christmas Day, and New Year's Eve, in addition to; the days included for "Christmas Break" and "Spring Break".

ANNUAL LEAVE: The Administrator shall be entitled each full contract year to fifteen (15) days of annual leave excluding weekends and legal holidays, for which the Administrator will receive full compensation. The Annual leave days will be used at the convenience of the Administrator and with advanced notification to the Board President. Up to **ten (10) days of annual leave** may be carried forward into the next contract year. No more than **twenty-five (25) days of annual leave** may be used in one contract year. When the Administrator leaves employment with the District, the District shall compensate the Administrator at his per diem rate for unused, accumulated days of annual leave, but no more than **twenty-five (25) days of annual leave**. If the Administrator is dismissed by non-renewal of the Contract there will be no compensation for annual leave.

ANNUITY: The Board shall contribute **Two Thousand Five Hundred Dollars (\$2,500)** to an annuity or 403b chosen by the Administrator.

PROFESSIONAL DUES AND MEETINGS: The School District agrees to assume the cost incurred by the Administrator for membership to MASSP (Michigan Association of Secondary School Principals) and MASA (Michigan Association of School Administrators) The Administrator shall attend appropriate professional meetings at the local and state levels, the reasonable, necessary and receipted expenses of which attendance to be incurred by the District. Travel (mileage) shall be reimbursed at the current mileage reimbursement rate used by the district when Administrator uses personal vehicle for District business. Lodging costs shall be reimbursed to the Administrator when traveling for district business.

TUITION PAYMENT: The Administrator is eligible for payment by the School District for tuition costs and training for up to Two Thousand Dollars (\$2,000) per fiscal year. Prior approval of any class by the Board is required and is at the Boards discretion. The Board will not make payment for cost incurred by the Administrator other than tuition or training. The Administrators job duties and responsibilities shall have priority over class attendance. Time away from the School District and/or duties and responsibilities shall be limited and reasonable.

BOARD OF EDUCATION: The Board of Education, individually and collectively, shall promptly refer and report any criticisms, complaints, suggestions and compliments called to its attention to the Administrator for study and recommendation for action if deemed necessary except as otherwise may be required by Board policy.

Under no circumstance will a Board member, individually and collectively, communicate District business discussed in a “School Board of Education Closed Session” to the public, especially at the level of television, radio and press.

Members of the School Board of Education individually and collectively shall remain courteous and respectful during scheduled School Board Meetings.

COOPERATION: The School Board individually and/or collectively will work together for the benefit of the School District

RESPONSIBILITIES OF THE ADMINISTRATOR ACTING AS SUPERINTENDENT: The Superintendent shall have charge of the administration of the schools under direction of the Board of Education. Subject to approval of the board, the Administrator shall:

- A. be the executive officer of the School District
- B. direct and assign teachers and other employees of the school under the Administrators supervision
- C. organize, reorganize and arrange the administrative, supervisory and instructional staff and supervise the Districts business affair, as best serves the School District
- D. select all personnel and accept all resignations for the Board of education of the School District
- E. from time to time suggest regulations, rules, policies, and procedures deemed necessary for the District
- F. in general, perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board of education from time to time
- G. be the only voice of the District at the level of television, radio and press

BREACH: In the event of a breach on either party to this Contract, nothing contained in this Contract shall be construed to render the obligation of either party null and void.

LIABILITY PROTECTION: The Board shall maintain a liability insurance policy with the Administrator covered as an insured subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the carrier/provider.

ENTIRE AGREEMENT: This agreement contains the entire agreement and understanding by and between the School Board of education and the Administrator with respect to the employment of the Administrator and no representation, promises, contracts or understandings, written or oral, not contained in this document or its Addendums shall be of any force or effect. All prior agreements pertaining to, connected with or arising in any manner out of the employment of the Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this agreement. No change or modification of this agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this agreement at such time or at any other time.

ENFORCEABILITY: If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any of this Agreement is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.